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UNITED STATES DISTRICT COURT

For the

Eastern District of Michigan

Linda Agee

PLAINTIFF(S)

VS.

WELLS FARGO BANK

DEFENDANT(S)

Case:2:10-cv-10197

Judge: Edmunds, Nancy G

MJ: Morgan, Virginia M

Filed: 01-15-2010 At 02:54 PM

CMP AGEE V. WELLS FARGO BANK ET AL
(DA)

ADMIRALTY

AFFIDAVIT OF NEGATIVE AVERMENT,

OPPORTUNITY TO CURE, AND COUNTERCLAIM

Comes now Linda Agee, Plaintiff (hereinafter, "Libellant"), by special visitation and not appearing generally, before this court seeking a remedy in Admiralty as is provided by "The Saving to the Suitors Clause" at USC 28 -1333(1). I am standing in my unlimited commercial liability as a Secured Party Creditor and request that the Defendant(s) do the same, and waive

all of their immunities. I respectfully request the indulgence of this court as I am not schooled in law. This is provided by the precedent set by Haines vs. Kerner at 404 U.S. 519.

AS TO COUNT 1: I, Linda Agee, the Plaintiff, Secured Party Creditor, a Natural woman created by God, Demand that Defendant(s), WELLS FARGO BANK (Hereinafter "WELLS FARGO"), produce their Proof of Claim. I demand to inspect the "Original Mortgage Note", with wet ink signature, along with the Title Page that shows whether or not the mortgage has been satisfied. I believe that WELLS FARGO has sold the original note and failed to give credit to my account. This note was created on my credit and signature, and was not an asset of Citi Residential Lending. I believe the defendant(s) have not been damaged and have no legal right to a claim. As you well know, Proof of Claim must be established by law. Only the Original Mortgage Note will be accepted as proof of claim. If the Defendant(s) have the original mortgage note with the wet ink signature let them bring it forth and offer their Proof of Claim for my inspection. I believe the Defendant(s) DO NOT have lawful Proof of Claim and there is no evidence to the contrary. This is Dishonor in commerce, Theft, Fraud, Conspiracy, and Racketeering.

AS TO COUNT 2: I, Linda Agee tendered a lawful note to WELLS FARGO and WELLS FARGO has chosen to dishonor my lawful Note and have refused to zero the account. Lawful Money no longer is available for payment of debt in our economic system. Notes are considered as Legal Tender for debts, according to the Code. This is a Dishonor in Commerce, Fraud, Theft of Public Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 3: I, Linda Agee have no record or evidence that the process used by WELLS FARGO to collect recompense or compel performance from Libellant: (a) is not defective; (b) does not contain **un-Verified** amounts for cure, redemption and payoff; and (c) is not a Counterfeit Security. This is Dishonor in commerce, fraud and I believe there is no evidence to the contrary.

AS TO COUNT 4: I, Linda Agee have no record or evidence that WELLS FARGO has acquired an interest in an alleged Promissory Note and Mortgage (Contract) nor have they provided to Libellant assurance and a Verified Statement of Account under the Generally Accepted Accounting Principals that WELLS FARGO has an interest in the alleged contract and is the Holder in Due Course of any claim against Libellant or Libellant's property. This is a Dishonor in Commerce, Fraud and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 5: I, Linda Agee have no record or evidence that WELLS FARGO has provided to Libellant evidence that the original parties to the contract are in receipt of "full disclosure" regarding the nature of the transaction and the bookkeeping entries of the Original Creditor which indicate that someone other than Libellant is the party that funded the alleged loan. This is Dishonor in commerce and Fraud I believe there is no evidence to the contrary.

AS TO COUNT 6: I, Linda Agee have no record or evidence of any contractual agreement that grants permission to WELLS FARGO to deny Libellant Equal Protection under the alleged Contract. This is Dishonor in commerce and I believe there is no evidence to the contrary.

OPPORTUNITY TO CURE

The Defendants have 14 calendar days to cure their Dishonor by the Following:

1. Dismiss any and all claims against the Plaintiff, with prejudice, quiet title on Libellant's property and pay the Plaintiffs \$100,000.00 (One Hundred Thousand US dollars) as is designated in the counterclaim herein, OR,
2. Pay all damages as indicated by the counterclaim contained herein with Real Money, Surrender any and all Public Hazard Bonds, other Bonds, Insurance Policies, 801K, CAFRA Funds, etc. as needed to satisfy counterclaim herein, OR,
3. Prove your claims against me by providing me with lawfully documented evidence that is certified true and correct, by (Officers of the Court), in their unlimited commercial liability, while Under Oath, On and For the Official Record, under penalties of the law including Perjury. This evidence must prove your case by preponderance or the greater weight of evidence and must answer each and every averment, Point by Point individually. If any and all points are not answered fully and accompanied by lawfully documented evidence, as provided herein, that will be Default on the part of the Third Party defendants. Non Response according to the conditions herein will be default. Incomplete answers and/ or lack of documented evidence as outlined herein will be Default. If the Defendants fail to respond as outlined herein, within 14 calendar days, this will be Default. Non Response will be a Self Executing Confession of Judgment by all Defendants, and will be complete agreement with all the statements, terms, and conditions of this contract. This is a contract in Admiralty. Any officer of the court that

interferes or involves him / her self with this claim and/or dismisses this Negative Averment, Opportunity to Cure and Counterclaim contained herein, without express written or oral permission from Plaintiff, will be charged with conspiracy to commit fraud. Libellant has no record or evidence that, in part, Libellant's remedy is not provided within the Supplemental Rules of Admiralty, wherein the Remedy to a hostile presentment, which is a criminal scienter act, is to file a Certificate of Exigency with the Clerk of the Court (Warrant Officer), who is then compelled by law to issue warrants for the arrest of any and all offenders. All offenders will be added to this claim and become a Defendant. All Defendants are collectively and individually liable for this claim.

COUNTERCLAIM

THE FOLLOWING DAMAGES HAVE BEEN ASESSED AGAINST YOU SHOULD YOU FAIL TO MEET THE REQUIREMENTS AS PROVIDED IN THE OPPORTUNITY TO CURE CONTAINED HEREIN:

1. Failure to state a claim upon which relief can be granted \$1,000,000.00 (One Million US Dollars) per count Per Defendant.
2. Failure to respond as outlined herein \$1,000,000.00 (One Million US Dollars.) per count Per Defendant.
3. Default by non response or incomplete response \$1,000,000.00 (One Million Dollars) per count Per Defendant.
4. Dishonor In Commerce - \$1,000,000.00 (One Million Dollars) per count per Defendant.
5. Fraud - \$1,000,000.00 (One Million US Dollars) per count per Defendant.
6. Racketeering - \$1,000,000.00 (One Million US Dollars) per count per Defendant.
7. Theft of Public Funds -\$1,000,000.00 (One Million US Dollars) per count per Defendant.
8. Failure to pay Counterclaim in full within (30) Thirty Calendar Days of Default as contained herein. \$1,000,000.00 (One Million US Dollars), per month, and interest of 1.5 % per month compounded daily for the first (30) Thirty Days from the date of default. After (30) Thirty Days, beginning on the (31st) Thirty first Day after Default, the penalties for Failure to pay will increase by \$100,000.00 (One Hundred Thousand Us Dollars Per Day) for each calendar day that this counterclaim is not paid in full, plus interest. After (90) calendar days of the date of Default, the penalties for Failure to Pay Counterclaim will increase by \$1,000,000.00 (One Million US Dollars) per calendar day, that the Counterclaim is not paid in full, plus interest as indicated herein.
9. All Claims are stated in US Dollars which means that a US Dollar will be defined, for the purposes of this counterclaim as, a One Ounce Silver coin of 99.999% pure silver, or the

equivalent par value as established by law or the exchange rate as set by the US Mint, whichever is the higher amount, for a certified One Ounce Silver Coin (US Silver Dollar) at the time of the first day of default as outlined herein, if the claim is to be paid in Federal Reserve Notes, Federal Reserve notes will only be accepted at Par Value as indicated above.

10. Total Damages will be assessed as the total amount of the damages as outlined herein times three (3) for a total of all damages as outlined in items 1-5 added to three (3) times the damages, for Punitive, or other additional damages.

By: *Linda Agee*
Autograph of Linda Agee, Creditor, Secured Party, Real
Party in Interest, lawful woman.

JURAT

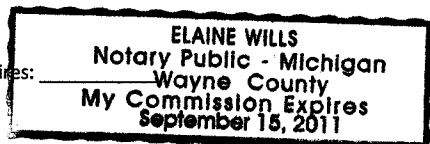
Michigan State)
) ss
Wayne County)

The above named Affiants/Libellants appeared before me, a Notary, subscribed, sworn

under oath this 4TH day of JANUARY, ²⁰¹⁰2009.

Elaine Wills
Notary

My commission expires:



Seal

NOTICE TO OFFICERS/AGENTS OF THE UNITED STATES

THIS COUNTERCLAIM IS NOT INTENDED TO HARASS, INTIMIDATE, OFFEND, CONSPIRE, BLACKMAIL, COERCE, CAUSE ANXIETY, ALARM OR DISTRESS, OR IMPEDE PUBLIC PROCEDURES. THIS IS PRESENTED WITH HONORABLE AND PEACEFUL INTENTIONS TO FACILITATE SETTLEMENT AND CLOSURE OF THIS ACCOUNT. ANY AFFIRMATION CONTRARY TO THIS VERIFIED STATEMENT OF FACTS COMPRISES YOUR STIPULATION TO COMMITTING A FRAUD UPON THE COURT.

JS 44 (Rev. 12/07)

CIVIL COVER SHEET County in which action arose

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

LINDA Agee, pro se

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

14440 Carlisle
DETROIT, MI, 48205

(c) Attorney's (Firm Name, Address, and Telephone Number)

DEFENDANTS

WELLS FARGO BANK, et al

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

THE

Case: 2:10-cv-10197

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II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff☐ 2 U.S. Government Defendant☒ 3 Federal Question (U.S. Government Not a Party)☐ 4 Diversity

(Indicate Citizenship of Parties in Item III)

III.

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/>
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/>
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/>

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	PERSONAL INJURY	PERSONAL INJURY	PROPERTY RIGHTS	LABOR	SECURITY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input checked="" type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 470 Racketeer Influenced Corrupt Organization
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		<input type="checkbox"/> 690 Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract						<input type="checkbox"/> 850 Securities/Commodity Exchange
<input type="checkbox"/> 195 Contract Product Liability						<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise						<input type="checkbox"/> 890 Other Statutory Acts
						<input type="checkbox"/> 891 Agricultural Acts
						<input type="checkbox"/> 892 Economic Stabilization Act
						<input type="checkbox"/> 893 Environmental Mat
						<input type="checkbox"/> 894 Energy Allocation A
						<input type="checkbox"/> 895 Freedom of Informat Act
						<input type="checkbox"/> 900 Appeal of Fee Determ Under Equal Access to Justice
						<input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to I Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes
☐ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes
☐ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :
